

## REMARKS

Applicant has cancelled the one independent claim, claim 119, and incorporated its limitations into several of the former dependent claims to render them independent with the same scope as previously presented.

Now independent claim 120 has the same scope as former claim 120, although the meaning of some words in the former claim has been clarified by addition of the phrase “to be used by the system for a plurality of works from a single publisher”. The originally presented words: “default business rules on default prices” referred to default rules and prices for setting licensing terms for a work by the publisher rather than prices and licensing terms to be presented to each prospective licensee, as clearly explained in the specification in the present patent application. With this clarification, claim 120 is not anticipated under §102 by Johnson as asserted by the Examiner. Johnson merely states that the publisher can enter rules and prices for specifying the terms of licensing a work. There is no mention of a facility which will allow the publisher to specify default rules and default prices for use with a plurality of works from a single publisher to make it easier for the publisher to enter relevant data for each work.

Claim 121 has been amended to incorporate the limitations of the former base claim, 119, and the words “for a publisher” have been added to clarify that the words “default license offering terms previously established in the server system” refer to terms previously established for a publisher so that, when a publisher is entering licensing terms for a work, the publisher can merely assent to a presented reference to previously entered default licensing terms. Nothing of this sort is taught by Johnson.

Claim 126 has been amended to incorporate the limitations of claim 119, with no change of claim scope. Applicant submits that the Examiner’s assertion that Johnson teaches the limitations of claim 126 is erroneous. Although Figure 7 shows that a prospective licensee can indicate whether the licensee wishes to make an electronic use of the work or wishes to print copies of the work on paper, there is no teaching or suggestion that the clearinghouse server system might send to the prospective licensee’s computer an electronic copy of the work of authorship. In the system taught by Johnson, it is assumed that the prospective licensee already has access to a copy of the electronic work of authorship or will obtain it by some means other than an automatic download by

the server system across the network in response to acceptance of the license by the prospective licensee, without further human intervention in the process.

Claim 128 is analogous to claim 126 except that, instead of downloading an electronic copy, the clearinghouse server computer system automatically sends a copy of the work of authorship to a printer for printing and delivery to the licensee, without human intervention. As discussed above for claim 126, Figure 7 of Johnson merely indicates that the prospective licensee wishes to print copies of the work of authorship on paper, it does not indicate that the clearinghouse server system can automatically print a copy on paper if requested by the prospective licensee. Like claim 126, claim 128 has been amended to incorporate the limitations of former base claim 119 without any change in claim scope.

Claim 129 has been amended to incorporate the limitations of base claim 119 without any change in claim scope. The Examiner rejected claim 129 under §102 as anticipated by Johnson. The Examiner correctly points out that Johnson teaches the storing of a record of the accepted license. However, Johnson does not teach or suggest making the record available for lookup from any computer on the network. Johnson suggests that the information in this record would be proprietary and would not be made available to the public. To clarify this limitation, Applicant has added the words "on a publicly accessible network".

If the Examiner has any questions regarding this matter, Applicant requests the Examiner contact the undersigned at the number listed below

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